

Town of Concord  
Department of Planning  
and Land Management

141 Keyes Road  
Concord, MA 01742  
Tel: (978) 318-3290  
Fax: (978) 318-3291



# Restrictive Covenant Form E

**Town Use Only**

Date Stamped Received by Planning Board

Application Number: \_\_\_\_\_

**1**

## Restrictive Covenant

The undersigned, hereinafter called the "Covenantor", having submitted to the Concord Planning Board for approval a Definitive Plan of a subdivision,

titled \_\_\_\_\_

plan by \_\_\_\_\_ dated \_\_\_\_\_

owned by \_\_\_\_\_

address \_\_\_\_\_

for land located at \_\_\_\_\_ in Concord, Massachusetts

and showing \_\_\_\_\_ proposed lots, does hereby covenant and agree with said Board and the successors in office of said Board, pursuant to MGL Ch. 41, Section 81-U, as amended, that:

1. The undersigned is the owner\* in fee simple absolute of all the land included in the subdivision and that there are no mortgages of record or otherwise on any of the land, except for those described below and subordinated to this Covenant, and that the present holders of said mortgages have assented to this contract prior to its execution by the undersigned:

\*If there is more than one owner, all must sign. "Applicant" may be an owner or his agent or representative, or his assigns, but the owner of record must sign the covenant.

2. The undersigned will not sell or convey any lot in the subdivision or erect or place any permanent building on any lot until the construction of ways and installation of municipal services necessary to adequately serve such lot has been completed in accordance with the covenants, conditions, agreements, terms and provisions as specified in the following:

- a. The application for approval of the Definitive Plan (Form C) dated \_\_\_\_\_.

- b. The Subdivision Control Law and the Board's Rules and Regulations governing this subdivision.

- c. The Certificate of Approval and the Conditions of Approval specified therein, issued by the Board,

dated \_\_\_\_\_.

d. The Definitive Plan as approved and as qualified by the Certificate of Approval.

e. Other document(s) specifying construction to be completed, namely: \_\_\_\_\_

\_\_\_\_\_.

However, a mortgagee who acquires title to the mortgaged premises by foreclosure or otherwise and any succeeding owner of the mortgaged premises or part thereof may sell or convey any lot subject only to that portion of this covenant which provides that no lot be sold or conveyed or shall be built upon until ways and services have been provided to serve such lot.

3. This covenant shall be binding upon the executors, administrators, devisees, heirs, successors and assigns of the undersigned and shall constitute a covenant running with the land included in the subdivision and shall operate as restrictions upon the land.
4. Particular lots within the subdivision shall be released from the foregoing conditions only upon the recording of a certificate of performance executed by the Board and enumerating the specific lots to be released.
5. Nothing herein shall be deemed to prohibit a conveyance by a single deed subject to this covenant, of either the entire parcel of land shown on the subdivision plan or of all lots not previously released by the Planning Board.
6. The undersigned agrees to record this covenant with the Middlesex South Registry of Deeds, forthwith. Reference to this covenant shall be entered upon the Definitive Plan as approved, prior to endorsement by the Planning Board.
7. A deed of any part of the subdivision in violation of the covenant shall be voidable by the grantee prior to the release of the covenant, but not later than three (3) years from the date of such deed, as provided in MGL Ch. 41, Section 81-U.
8. This covenant shall be executed before endorsement of approval of the Definitive Plan by the Board and shall take effect upon the endorsement of approval.
9. Upon determination by the Board that the construction of ways and installation of municipal services, as specified herein, have been satisfactorily completed on or before \_\_\_\_\_, the Board shall release this covenant by an appropriate instrument, duly acknowledged. Failure to complete construction and installation within the time specified herein or such later date as may be specified by vote of the Board, shall result in automatic rescission of the approval of the plan.
10. The Covenantor hereby agrees to remain solely responsible for maintaining the access to any lots released from this covenant. This includes, but is not limited to, snow removal and sanding. This agreement will remain in effect unless otherwise changed by acceptance of the way by Town Meeting vote.
11. Nothing herein shall prohibit the applicant from varying the method of securing the construction of ways and installation of municipal services from time to time or from securing by one, or in part by one and in part by another of the methods described in MGL Ch. 41. Section 81-U, as long as such security is sufficient in the opinion of the Planning Board to secure full performance of the construction and installation.

For title to the property, see deed from \_\_\_\_\_  
dated \_\_\_\_\_, recorded in the Middlesex South Registry of Deeds, Book \_\_\_\_\_,  
Page \_\_\_\_\_, or registered in the Middlesex South Land Registry as Document No. \_\_\_\_\_,  
and noted on certificate of title No. \_\_\_\_\_, in Registration Book \_\_\_\_\_,  
Page \_\_\_\_\_.

The present holder of a mortgage upon the property is \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_.

The mortgage is dated \_\_\_\_\_ and recorded in \_\_\_\_\_  
Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, or registered in \_\_\_\_\_ Land  
Registry as Document No. \_\_\_\_\_, and noted on certificate of title No. \_\_\_\_\_, in Registration  
Book \_\_\_\_\_, Page \_\_\_\_\_.

The mortgagee agrees to hold the mortgage subject to the covenants set forth above and agrees that the covenants shall have the same status, force and effect as though executed and recorded before taking of the mortgage and further agrees that the mortgage shall be subordinate to the above covenant.

In Witness Whereof we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Owner or Owners

\_\_\_\_\_  
Signature of Owner or Owners

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, SS

Then personally appeared before me the above named \_\_\_\_\_  
and acknowledged the foregoing instrument to be his/her/its free act and deed.

\_\_\_\_\_  
Signature of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_

In Witness Whereof we hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Signature of Mortgagee or Authorized Representative

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, SS

Then personally appeared before me the above named \_\_\_\_\_  
and acknowledged the foregoing instrument to be his/her/its free act and deed.

\_\_\_\_\_  
Signature of Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_

Acceptance by the Concord Planning Board: \_\_\_\_\_